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**TERMINAL DISCLAIMER TO OBTAIN A DOUBLE PATENTING  
REJECTION OVER A "PRIOR" PATENT**

Docket Number (Optional)

S1509.70029US00

In re Application of: **Eric Thor Fossel**

Application No.: **08/932227-Conf. #5092**

Filed: **September 17, 1997**

For: **TOPICAL DELIVERY OF L-ARGININE TO CAUSE BENEFICIAL EFFECTS**

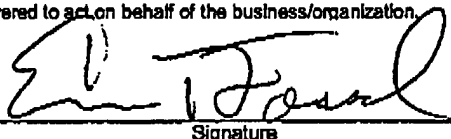
The owner, **Strategic Science & Technologies, LLC**, of **100** percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application which would extend beyond the expiration date of the full statutory term of prior patent No. **5,895,658** as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said prior patent is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent, "as the term of said prior patent is presently shortened by any terminal disclaimer," in the event that said prior patent later:

- expires for failure to pay a maintenance fee;
- is held unenforceable;
- is found invalid by a court of competent jurisdiction;
- is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321;
- has all claims canceled by a reexamination certificate;
- is reissued; or
- is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned is empowered to act on behalf of the business/organization.

  
Signature

**3/3/06**  
Date

**Eric Thor Fossel**  
Typed or printed name

☒ Terminal disclaimer fee under 37 CFR 1.20(d) is included.

\*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).  
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

**Certificate of Mailing Under 37 CFR 1.8(a)**

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being deposited with the U.S. Postal Service on the date shown below with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Dated: **Mar. 8, 2006**

Signature: 

03/14/2006 CNGUYEN 00000031 08932227

03 FC:2814

65.00 OP



**STATEMENT UNDER 37 CFR 3.73(b)**

Owner: Strategic Science & Technologies, LLC

Patent No.: 5,895,658 Issue Date: April 20, 1999

Entitled: TOPICAL DELIVERY OF L-ARGININE TO CAUSE TISSUE WARMING

Strategic Science & Technologies, LLC, a limited liability company  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is the assignee of the entire right, title, and interest in the patent identified above by virtue of an assignment from the inventor of the patent identified above. A true copy of the original assignment is attached.

From: Eric Thor Fossel To: Strategic Science & Technologies, LLC

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Eric Thor Fossel  
Signature

3/3/06  
Date

Eric Thor Fossel  
Printed or Typed Name

President & CEO  
Title

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Dated: Mar 8, 2006 Signature: Judith Paley

**F A X C O V E R**

\*\*\*\*\*OFFICIAL FAX\*\*\*\*\*

**Date:** December 9, 2005 **Number of pages** (including cover): 4

**To:** Assignment Branch, U.S. Patent and Trademark Office

**Fax No.:** 571-273-0140

**Patent No.:** 5,895,658

**Title:** **TOPICAL DELIVERY OF ARGININE TO CAUSE TISSUE WARMING**

**From:** Tani Chen, Sc.D.

**Direct dial:** 617.646.8214

**Our File #:** S1509.70028US00

**CERTIFICATE OF FACSIMILE TRANSMISSION 37 C.F.R. §1.8(a)**

The undersigned hereby certifies that this document is being transmitted via facsimile to the attention of Examiner Assignment Branch, FAX number (571) 273-8300, at the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, in accordance with 37 C.F.R. §1.6(d), on the 9 day of December, 2005.

  
Tina Hanifin

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MAR 13 2006  
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To the Commissioner for Patents : Please record the attached original documents or copy thereof.

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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, Eric Thor Fossel, 909 West Roxbury Parkway, Chestnut Hill, Massachusetts, 02457; hereby:

1. Sell, assign and transfer to Strategic Science & Technologies, LLC, a Delaware limited liability company having a place of business at 58 Charles Street, Cambridge, Massachusetts 02141, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, my entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in United States Letters Patent Number 5,895,658, issued on April 20, 1999, and titled **TOPICAL DELIVERY OF ARGININE TO CAUSE TISSUE WARMING**, and in and to said patent and all non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be filed in the United States, internationally, and in any foreign country on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority;
2. Agree that said Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, I agree to carry out in good faith the intent and purpose of this assignment, by executing all non-provisional, divisional, continuing, substitute, renewal, reissue, and all other patent, utility model and industrial design applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to me relating to said inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee;
3. Request the Honorable Director of Patents and Trademarks to issue said Letters Patent to said Assignee;
4. Authorize and request Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above, whether discovered prior to or after recordation; and
5. Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

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This instrument is executed under seal.

7/12/05  
Date

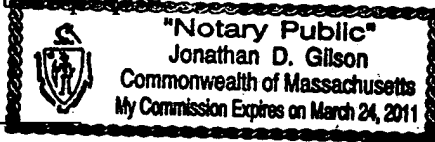
Eric Thor Fossel  
Inventor: Eric Thor Fossel  
Address: 909 West Roxbury Parkway  
Chestnut Hill, Massachusetts 02457  
Citizenship: United States of America

STATE/Commonwealth of Massachusetts  
COUNTY OF Hillsdale

On this 12 day of July, 2005, before me, the undersigned notary public, personally appeared Eric T Fossel, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person who signed the preceding or attached document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

SEAL

Jonathan D. Gilson  
Notary Public



My commission expires 3/24/11

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